

# **TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS**

## **Regular Board Meeting**

Tuesday, March 19, 2019

Triview Metropolitan District Office  
16055 Old Forest Points Suite 300  
Monument, CO 80132  
5:30 p.m. – 8:00 p.m.

## **AGENDA**

1. Call to Order
2. Declaration of a Quorum, Notice of Posting
3. Approval of Agenda
4. Approval of Consent Agenda
  - a. Prior Meeting Minutes
    - February 19, 2019 Regular Board Meeting (enclosure)
  - b. Billing Summary Rate Code Report (enclosure)
  - c. Sanctuary Point Taps for February, 2019 (enclosure)
  - d. Tax Transfer from Monument (enclosure)
5. Public Comment.
6. Operations Report
  - a. District Manager Monthly Report (enclosure)
    - Jackson Creek Parkway Design Update (enclosure)
    - Jackson Creek Parkway Water main installation update
    - Northern Monument Creek Interceptor Project Update. (enclosure)
    - Northern El Paso County Delivery Pipeline RFP (enclosure)
  - b. Public Works and Parks and Open Space Updates
    - Monthly activities and accomplishments (enclosure)
    - Public Works Facility update (enclosure)
    - 2019 Landscape Improvement Updates
  - c. Utilities Department Updates (enclosure)
    - 2018 Water use (enclosure)
    - Monthly activities and accomplishments (enclosure)
    - Recalibration of ultrasonic level reader at the Upper Monument Creek Wastewater Plant.

7. Board Discussion:

8. Action Items:

- a. Review and Consider authorizing the District Manager to execute a proposal by Andale Construction to install HA-5 Asphalt Coating on multiple streets within the Promontory Point and Remington Hills Subdivisions. (enclosure)
- b. Review and consider approval of a Water Lease Agreement by and between the Triview Metropolitan District and the Arkansas Groundwater Users Association. (enclosure)

9. Review and Consider approval or ratification of the Triview Metropolitan District Financials and Payables.

- a. Checks of \$5,000.00 or more (enclosure)
- b. February, 2019 Financials (enclosure)

10. Update Board on Public Relation activities.

11. Executive Session §24-6-402(4)(b)(e)  
Legal Advice, Negotiations.

12. Adjournment

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT AND THE BOARD OF DIRECTORS OF THE WATER ACTIVITY ENTERPRISE HELD

February 19, 2019

A regular meeting of the Board of Directors of the Triview Metropolitan District was held on Tuesday, February 19, 2019, beginning at 5:30 p.m., at the Triview Office, 16055 Old Forest Point, Suite 300, Monument, Colorado 80132. This meeting was open to the public. The meeting was called to order at 5:30 p.m.

#### ATTENDANCE

In attendance were Directors:

President:	Mark Melville
Vice President	Marco Fiorito
Secretary/Treasurer:	James Barnhart
Director	James Otis
Director	Anthony Sexton

Also in attendance were:

James McGrady, District Manager  
Joyce Levad, District Administrator  
Shawn Sexton, Water Superintendent,  
Jay Bateman, Parks and Open Space Superintendent  
Chris Cummins, District Water Attorney  
Gary Shupp, District General Counsel  
Jennifer Kaylor, Our Community News  
John McGinn JDS Hydro

#### ADMINISTRATIVE MATTERS

Agenda – Mr. McGrady distributed for the Board's approval the proposed agenda. A motion was made by Director Fiorito to approve the agenda. Upon a second by Director Otis a vote was taken, and the motion carried unanimously.

Consent Agenda –

- a. Prior Meeting Minutes January 15, 2018 Regular Board Meeting
- b. Billing Summary Rate Code Report
- c. Sanctuary Point Taps for January 2019



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- d. Total Taps sold during 2018
- e. Tax Transfer from Monument

A motion to approve the Consent Agenda was made by Director Fiorito. The motion was duly seconded by Director Otis. A vote was taken, and the motion carried unanimously.

### PUBLIC COMMENT

None

### OPERATIONS REPORT

#### District Manager Report

The District Manager review some of the items in his report, however, the report was included in the Board Packet. There were not any questions or comments regarding the report. Other topics discussed by the Manager included the following:

- Jackson Creek Parkway Design Update.
- Mike Conner, H.R. Green, provided the following update. It is expected the Jackson Creek Design plans will be at 60% at the end of the February. A draft RFQ has been prepared for a Construction Manager General Contractor (CMGC). Goal at this point have a contractor under way in late May. Mr. Connor stated that he is estimating a 6-month construction timeline. Mr. Connor wants to maintain one lane of traffic in each direction. The expectation is to do the top lift of asphalt in 2020. Director Barnhart suggested having the work done around the school first so that the project does not interfere with school. Director Fiorito passed out a PowerPoint slide showing the reconstructed Woodmen Road. Mr. Connor asked Mr. McGrady to share this with him. The Board discussed Woodmen Road design as it applies to Jackson Creek Parkway. Mr. Connor also stated that there will be signals at Harness Road and Clover Leaf.
- Jackson Creek Parkway Water main installation. (enclosure)

Mr. John McGinn of JDS Hydro reported that substantial completion on the Western Interceptor has been achieved and is about 3 weeks ahead of schedule. Mr. McGinn reported that the project is under budget. Mr. McGinn estimates that change orders were only 1.43% of the project. Mr. McGinn then transitioned his comments to the 12" water main in Jackson Creek Parkway. Mr. McGinn reminded the Board that Global Underground is onsite and available to begin work on the 12" water main. Global provided their first price to the District at \$796,000 and both Mr. McGrady and Mr. McGinn felt the price was too high. Since that time Mr. McGinn has been negotiating with Global Underground. Mr. McGinn has reduced the price by \$100,000. Mr. McGinn also believes that the



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pipeline stubs are being installed for CSI and therefore CSI should be responsible for costs of the stub outs. This results in an additional savings of \$122,000. This leaves the net total cost to Triview of \$577,000. Mr. McGinn recommends that at the negotiated number it is in the District's best interest to do a change order. Northern Monument Creek Interceptor Project Update. (enclosure)

### Public Works and Parks and Open Space Updates (enclosure)

- Mr. Bateman reported the following:
- The District received approximately 31.1 Inches of snow in January. There was 34 inches of snow in Black Forest.
- Mr. Bateman sent out an RFP for on lawn and off lawn fertilization and weed control. Bids are due on Friday, February 22, 2019.
- Mr. Bateman also did an RFP for top dressing and over seeding. The response for that RFP is due on April, 1, 2019. It is Mr. Bateman's goal to convert the back of berms along Leather Chaps to native grass.
- Looking at finishing the Swing Park next week.
- Purchased a 2009 vehicle for Mr. Bateman's use. This was a budgeted item that came in about \$5,000 under budget.
- Starting to fill potholes and will also be raising valves.
- Started grading of trails around district.
- Did more cut backs of grasses and shrubs. Edging the sidewalks.
- Public Works Facility update: An architectural firm has been retained. Mr. McGrady reported that the site will have to be platted and as such will require the District to go through the Town of Monument's Planning process.
- 2019 Landscape Improvement Updates

The Board discussed the Intersection of Leather Chaps and Baptist Road. The Board believes a more scaled down version should be considered. The Board indicated that it is okay to do some homework, however staff should focus the Jackson Creek medians.

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### Utilities Department Updates (enclosure)

Superintendent Sexton went over his monthly report. Highlights included the following:

- 2018 Water use. Mr. Sexton will report on this as it relates to previous years.
- Replacement of the Triview Flume located at the Upper Monument Wastewater Treatment Facility is being considered, however, prior to replacement the flume's transducer will be recalibrated and the installation will be evaluated by Timberline Electric and Control Corporation.
- A Plant is serving the District. B Plant is shut down at this time. It is anticipated that staff will begin partially running B Plant at the end of next week February 28, 2019. A Plant is not used to running in the winter. PRV vaults are going well. PRV's are going to be done in a few weeks. A new plow was purchased to help with heavy snow falls. This allows the District to fully utilize their equipment for snow removal. Director Fiorito and Director Sexton were very happy with the work that has been done. The Directors were especially pleased with sidewalk maintenance.

### DIRECTORS ITEMS

- a. Preliminary Financial Plan (enclosure) Mr. McGrady presented a draft Financial Plan to the Board.
- b. Review of Water Primer Prepared by Director Fiorito (enclosure)

Marco presented his primer. Director Otis liked the primer but suggested that a few paragraphs were needed to break up the text. Director Sexton mentioned the impact of the perceived lack of water and thought this Primer did a good job explaining the District's water supply. Director Fiorito discussed the State of Tri Lakes luncheon. Both Director Sexton and Director Fiorito mentioned that they believe the District should assist with actively marketing our commercial area. District representatives need to meet with the Chamber and meet with the Town of Monument. Director Sexton believes that we need to enhance the positive. Need to go to Tri Lakes Chamber of Commerce.

### ACTION ITEMS

- a. Review proposals for the Triview's 2019 Road Maintenance Program and Direction to Staff to negotiate a contract for services with the selected contractor. Mr. Connor of H.R. Green presented the results of the bidding process. Martin Marietta was the low bidder at \$1,315,286.75. A motion was



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made by Director Otis to accept the bid by Martin Marietta and direct Mr. McGrady to negotiate a contract on behalf of the District. The motion was duly seconded by Director Barnhart. A vote was taken, and the motion carried unanimously.

- b. Review and Consider authorizing a change order to Global Underground to install a 12" water pipeline in Jackson Creek Parkway. A motion to approve change order as described by John McGinn was made by Director Fiorito. The motion was duly seconded by Director Otis. A vote was taken, and the motion carried unanimously.

### FINANCIAL MATTERS

Approve or Ratify Checks Greater than \$5,000 - The Board reviewed the payment of claims greater than \$5,000. A motion to approve the checks greater than \$5,000 was made by Director Fiorito. The motion was duly seconded by Director Sexton. A vote was taken. The motion carried unanimously.

Monthly Cash Position and Unaudited Financial Statements – the Board reviewed the January 2019 unaudited Financial Statements as presented. A motion to approve the District's December 2018 Financial Statements was made by Director Fiorito. The motion was duly seconded by Director Sexton. A vote was taken. The motion carried unanimously.

### LEGAL

No report.

### PUBLIC RELATIONS

The February newsletter is ready to be finalized and will be sent to the printer the last week in February 2019.

### OTHER BUSINESS

Director Sexton asked Mr. Bateman to replace several fence rails along Lyons Tail that have broken. The Board reiterated that Jackson Creek Parkway expansion must occur.

### EXECUTIVE SESSION

A motion was made by Director Fiorito for the Board to enter into Executive Session pursuant to C.R.S. Section 24-6-402(4) (b), (e), Legal Advice and Negotiations. Upon a second by Director Sexton, a vote was taken. The motion carried unanimously. Executive session was entered into at 8:09 p.m.

The executive session was adjourned, and the Board returned to regular session.

### ADJOURNMENT

There being no further business to come before the Board, a motion to adjourn the meeting was made by Director Fiorito. The motion was duly seconded by Director Sexton. The meeting was adjourned at approximately 9:03 p.m.



## RECORD OF PROCEEDINGS

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Respectfully submitted,

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James C. McGrady  
Secretary for the Meeting

Triview Metropolitan District 2/1 to 2/28/2019  
Summary Financial Information - Board Packet

Sales	Amount	Items
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$69,580.91	1693
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$24,577.75	1348
Rate Code 01 Triview Metro - Res Water Base Rate	\$37,558.92	1672
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$25,511.90	1573
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$3,792.24	318
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$81.00	3
Rate Code 01 Triview Metro - Res Water Use Rate Tier4	\$91.50	3
Rate Code 01 Triview Metro - Res Water Use Rate Tier5	\$111.00	3
Rate Code 02 Triview Metro - Com Sewer Base Rate 1"	\$1,136.96	22
Rate Code 02 Triview Metro - Com Water Base Rate 1"	\$777.48	22
Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5"	\$2,790.45	27
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$1,755.32	28
Rate Code 07 Triview Metro - Com Sewer Base Rate 2"	\$2,092.70	10
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$1,187.80	10
Rate Code 09 Triview Metro - Com Sewer Base Rate 3"	\$1,472.73	3
Rate Code 09 Triview Metro - Com Water Base Rate 3"	\$804.36	3
Usage Fee Triview Metro - Com Sewer Use Rate	\$10,673.08	60
Usage Fee Triview Metro - Com Water Use Rate	\$10,477.50	60
Rate Code 03 Triview Metro - Com Irr Water Base 1"	\$523.52	16
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$1,649.70	15
Rate Code 11 Triview Metro - Com Irr Water Base 1.5"	\$638.55	11
Usage Fee Triview Metro - Com Irr Water Use		
Triview Metro - Quik Way Sewer	\$73.40	1
Title Prep Fee Triview Metro - Title Request Fee	\$1,300.00	32
Triview Metro - 5% Late Fee	\$777.41	148
Special Impact Triview Metro - Special Impact Fee	\$1,990.00	213
Triview Metro - Disconnect Fee	\$600.00	4
Triview Metro - NSF Fee		
<b>Total Accounts</b>	<b>\$202,026.18</b>	<b>7298</b>

Rate Code Breakout	# Units
Rate Code 01 - Residential 5/8"	1614
Rate Code 02 - Commercial Account 1"	22
Rate Code 03 - Irrigation Account 1"	16
Rate Code 04 - Commercial Account 1 1/2"	27
Rate Code 06 - Transition Account (Quik Way)	1
Rate Code 07 - Commercial Account 2"	10
Rate Code 08 - Triview No Charge	2
Rate Code 09 - Commercial Account 3"	3
Rate Code 10 - Irrigation Account 2"	16
Rate Code 11 - Irrigation Account 1 1/2"	11
Rate Code 12 - Permitted	0
<b>Total Accounts</b>	<b>1722</b>

Aging Report	Amount
Amount Past Due 1-30 Days	\$ 22,546.10
Amount Past Due 31-60 Days	\$ 1,348.66
Amount Past Due 61-90 Days	\$ (133.41)
Amount Past Due 91-120 Days	\$ (1,663.62)
Amount Past Due 120+ Days	\$ (13,637.34)
<b>Total AR</b>	<b>\$8,460.39</b>

Receipts	Amount	Items
Payment - ACH	\$79,305.69	710
Payment - Check Key Bank	\$97,353.56	718
Payment - On Site	\$21,076.04	205
Refund CREDIT	(\$1,700.49)	27
REVERSE Payment		
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF		
<b>Total Receipts</b>	<b>\$196,034.80</b>	<b>1660</b>
<b>Checks versus Online Payments</b>	<b>56.52%</b>	<b>43.48%</b>
	<b>Checks</b>	<b>ACH's</b>

Water	Gallons	Accounts
Gallons sold 1-1 to 1-31-2019 =	10,502,000	1719
Gallons sold 2-1 to 2-28-2019 =	8,499,000	1738

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	1	125,000	1.19%
40,001 - 50,000	1	50,000	0.48%
30,001 - 40,000	0	0	0.00%
20,001 - 30,000	0	0	0.00%
10,001 - 20,000	46	604,000	5.75%
8,001 - 10,000	58	538,000	5.12%
6,001 - 8,000	211	1,562,000	14.87%
4,001 - 6,000	467	2,532,000	24.11%
2,001 - 4,000	550	1,930,000	18.38%
1 - 2,000	212	367,000	3.49%
Zero Usage	68	0	0.00%
<b>Total Meters</b>	<b>1614</b>	<b>7,708,000</b>	<b>73.40%</b>

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	22	2,300,000	21.90%
40,001 - 50,000	4	175,000	1.67%
30,001 - 40,000	1	40,000	0.38%
20,001 - 30,000	4	109,000	1.04%
10,001 - 20,000	5	78,000	0.74%
8,001 - 10,000	4	37,000	0.35%
6,001 - 8,000	1	7,000	0.07%
4,001 - 6,000	2	10,000	0.10%
2,001 - 4,000	6	20,000	0.19%
1 - 2,000	11	18,000	0.17%
Zero Usage	2	0	0.00%
<b>Total Meters</b>	<b>62</b>	<b>2,794,000</b>	<b>26.60%</b>

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	0	0	#DIV/0!
40,001 - 50,000	0	0	#DIV/0!
30,001 - 40,000	0	0	#DIV/0!
20,001 - 30,000	0	0	#DIV/0!
10,001 - 20,000	0	0	#DIV/0!
8,001 - 10,000	0	0	#DIV/0!
6,001 - 8,000	0	0	#DIV/0!
4,001 - 6,000	0	0	#DIV/0!
2,001 - 4,000	0	0	#DIV/0!
1 - 2,000	0	0	#DIV/0!
Zero Usage	43	0	#DIV/0!



NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD	Escrow Account	Lot
16337	Corkbark Terrace	Classic Homes	02/08/19	\$40,184.16	\$8,000.00	20
16549	Dancing Bear Lane	Classic Homes	02/08/19	\$39,863.64	\$8,000.00	40
1692	Lazy Cat Lane	Classic Homes TH	02/08/19	\$31,354.12	\$6,000.00	18
1678	Lazy Cat Lane	Classic Homes TH	02/08/19	\$31,627.25	\$6,000.00	17
				\$143,029.17		

The tax reports from the Town of Monument will be delayed due to a change of management in the Finance department. Robert Rummans is the new manager and he is trying to access the State portal for these reports. I will get them to you as soon as I receive them.

**Monthly Report for February 20, 2019 – March 19, 2019**  
**Triview Metropolitan District**

**By James C. McGrady**  
**District Manager**

**(Proprietary and Confidential)**

**Utility Enterprise Activities**

- The Western Interceptor has been completed. Revegetation has been completed on the west side of I-25. Revegetation on the east side will be done as weather permits.
- Work continues on a regional wastewater delivery pipeline that will result in wastewater treatment being provided by Colorado Springs Utilities at their J.D. Phillips Wastewater Treatment Plant. The Routing study has been completed. A 30% design is now underway. A meeting is being scheduled on March 18<sup>th</sup>, 2019 to discuss the 30% design plans.
- JDS Hydro has completed an analysis of the District's current and future wastewater flows. This information has been given to Colorado Springs Utilities for use in the 30% design along with the development of contractual agreements.
- A very interesting meeting took place at Woodmoor Water to discuss the water right implications of delivering wastewater to the J.D. Phillips Plant. Present at that meeting were managers and attorneys from the following entities, Triview, Woodmoor Water and Sanitation, Donala Water and Sanitation, Town of Monument, Town of Palmer Lake. Forest Lakes did not attend. Chris Cummins wrote a draft white paper, that was shared with the group, explaining the best way to overcome issues associated with this change in the point of discharge and the subsequent return of reusable return flows back to the participants.
- During the later half of February, I wrote and RFP for a routing study for a Pipeline from the Highway 83 Tank site to the Town of Monument. Responses will be due by March 18<sup>th</sup>. It is hoped that I will be able to advise the Board who the selected design engineer will be to complete this study. The scope was refined by Woodmoor, Donala, Triview, and the Town of Monument. The four parties have agreed to share the cost of this study equally.
- On January 25 I attended the closing of the Comanche share purchase and signed documents to complete the purchase of said water rights consisting of 410 shares of FMIC along with Comanche's Augmentation plan. Triview will assume the responsibility of pursuing the second amended application to amend plans for augmentation as described in water court case 16CW3010. The five week publication period for the lost share certificates will be ending and it is anticipated



that the money will be released from escrow in early April. That will complete the 410-share purchase.

- Met with Chris Cummins and Jason Brothers of Deere and Ault to discuss the District's upcoming change case related to the initial 500 share purchase.
- Attended a preconstruction meeting for the construction of a 12" water main in Jackson Creek Parkway. Pipe has been delivered and construction will commence during the week of March 18<sup>th</sup>, 2018. Approximately 6 bores will be installed for crossings. Pipe will be laid from the south end of the project to the north end of the project near Higby Road.

### **General Fund Activities**

- Met with representatives from Goodwin Knight to discuss Phase 1 of Homeplace Ranch. They have found a route through their property that skirts Prebles Mouse habitat and connects to Higby Road. The real issue is that Higby Road is owned by the County and the County is requiring substantial improvements to Higby Road before this connection can be made. This requirement will continue to stall the extension of Gleneagle Drive. Goodwin Knight does not intend to deed the water to Triview until such time as they have received entitlements from the Town of Monument through their Planning Department.
- Met with CSI to discuss an agreement approved and executed on November 8, 2016. This agreement requires the District to pay 46% for utility and road improvements on a large portion of the remaining CSI property. The concept described in the agreement is that the District would dedicate a portion of Utility Tap fees to pay for these improvements. Given the cost of streets, curb and gutter, and sidewalk the District would be using pledged Utility revenue to pay for what is essentially General Fund improvements. Given this conflict Mr. Cummins and Mr. Taylor, CSI's attorney, will modify the terms and funding sources and produce a new agreement that will be shared with the Board in April.
- Met with Scott Kenley of Martin Marietta to go over their bid and begin work on a contract document. It is Martin Marietta's plan to begin this work in mid-April with substantial completion being accomplished by early June.
- Attended a meeting coordinated by Mr. Tom Martinez and Mr. Tom Tharnish to discuss certain handicap ramps within the District. According to Mr. Martinez if the curb and gutter is replaced near an existing handicap ramp the ramp must be upgraded. Mr. Martinez presented a very informative presentation showing examples within the District where improvements need to be made to handicap ramps.
- Obtained a bid from Andale Construction for the installation of HA-5 in the Remington Hills subdivision and Promontory Point subdivision.

- Met with County Commissioner Holly Williams to discuss numerous topics that included County 1041 Permit Process, Higby Road ownership, and also discussed ongoing project being implemented by the Triview Metropolitan District,

#### **General Administration**

- Prepared Monthly Board minutes from the February 19, 2019 Regular Board meeting.
- Worked closely with Ground Floor Media to develop the District's March 2019 newsletter.

#### **Customer Contacts and Communications**

- Answered normal customer calls and e-mails.

#### **Regional Meetings Attended**

- The Pikes Peak Regional Water Authority meeting which was to be held on March 13, 2109 was canceled..
- Attended the quarterly Fountain Creek Transit Loss Meeting.



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Main 719.644.7077

▷ [HRGREEN.COM](http://HRGREEN.COM)

## Jackson Creek Parkway Widening

### Higby Road to Leather Chaps

### March 2019 Status Update

- 60% plans have been completed.
- The Request for Qualifications for the Construction Manager / General Contractor has been posted. The following schedule identifies the current plan for moving forward:

Activity	Date
RFQ Advertised	March 6, 2019
RFQ Due	April 8, 2019 – 2:00 PM
Short List Firms Selected	April 12, 2019
Proposals from Short List Firms	April 26, 2019
Interviews (if necessary)	May 3, 2019
Selection Notification	May 22, 2019
Plan Recommendations by CMGC	June 3, 2019
Plan Revisions by HR Green	June 24, 2019
Construction Notice to Proceed	July 8, 2019

- The original due date for the RFQ was extended from March 22, to April 8 at the request of potential contractors who indicated that there is an excessive number of bids advertised at the current time. Extending the deadline helps to maximize the number of submittals. It is hoped that the extension will increase the number of submittals and provide the best value for Triview.
- 60% plans will be sent out to stakeholders – especially utilities – to have them identify any potential conflicts or issues. This was done for the 30% plans as well.
- Pre-construction for the Jackson Creek Parkway water line was held on Tuesday March 12. Construction is expected to begin immediately. Pipe has been stockpiled on site. Excavation for the stubouts to adjacent properties was initiated on March 12 to assure compliance with environmental regulations pertaining to the Burrowing Owl.
- Higby Road -
- A meeting was held with CSI on February 20, 2019 regarding access, traffic impacts and other related issues.



## NORTHERN MONUMENT CREEK INTERCEPTOR PROJECT

February 2019



### Introduction

Six northern El Paso County sanitation districts and Colorado Springs Utilities are working on a proposal to consolidate wastewater treatment that also could serve the U.S. Air Force Academy (USAFA), including the proposed Air Force Academy Visitor Center Complex.

The proposed Northern Monument Creek Interceptor (NMCI) Project would construct a 10-mile pipeline to collect wastewater flows from the six districts and bring them via gravity to the J.D. Phillips Water Resource Reclamation Facility (J.D. Phillips Facility) in Colorado Springs. The J.D. Phillips Facility, completed in 2007, has existing capacity that could be used to treat flows from Donala Water and Sanitation District, Forest Lakes Metropolitan District, Monument Sanitation District, Palmer Lake Sanitation District, Tri-view Metropolitan District, and Woodmoor Water and Sanitation District, as well as flows generated by both the USAFA and the Air Force Academy Visitor Center Complex.

The U.S. Air Force Academy's support is integral to the Project. The Project depends on acquiring the necessary easements from USAFA to facilitate the required gravity feed route. This positions the line to also accept wastewater from USAFA's Wastewater Treatment Plant, should the Wastewater Treatment Plant be retired.

### Current Status

A Routing Study verifying the feasibility of the Project was completed in December 2018. The study estimated that the project will cost \$35 million to \$42 million to complete. The costs are anticipated to be shared among project participants, including Colorado Springs Utilities.

The Project has now entered the 30% design phase, which is anticipated to be completed in April 2019. During this early phase of design, Colorado Springs Utilities will meet with project participants to begin discussions about cost sharing and service arrangements.

### Potential Participants of the NCMI Project

Colorado Springs Utilities  
Donala Water and Sanitation District  
Forest Lakes Metropolitan District  
Monument Sanitation District  
Palmer Lake Sanitation District  
Tri-View Metropolitan District  
United States Air Force Academy and the  
Proposed Academy Visitor's Center Complex  
Woodmoor Water and Sanitation District

### NMCI Project Benefits

Regional consolidation of wastewater treatment as provided by the Project would provide benefits for the project participants and for Colorado Springs Utilities, including:

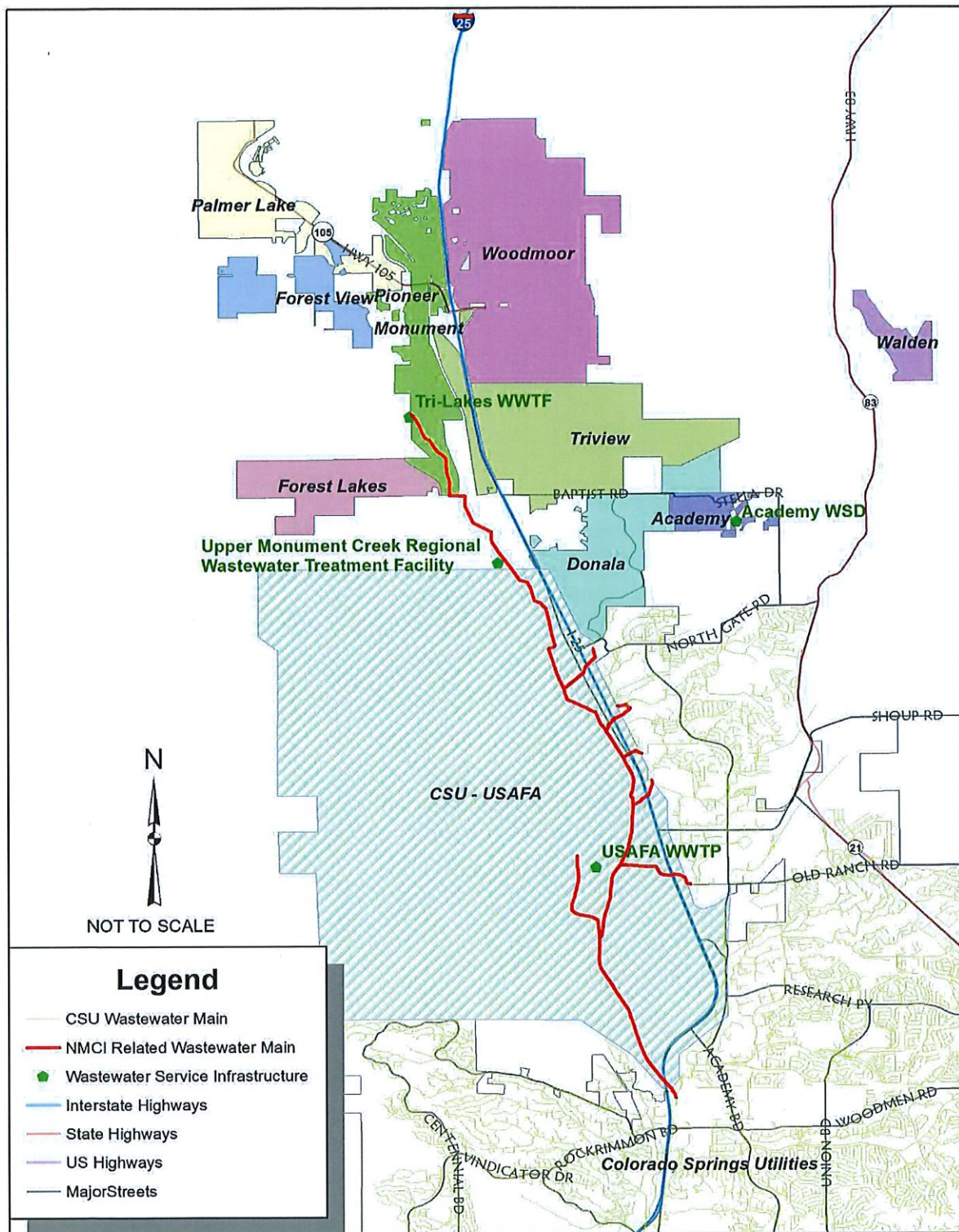
- Advancing efforts to utilize centralized regional wastewater treatment facilities as recommended by both State and Federal permitting authorities;
- Spreading the costs of complying with increasingly more stringent wastewater treatment standards across a larger customer base;
- Reducing or eliminating operating costs associated with multiple wastewater lift stations;
- Increasing efficiency by treating additional flows that would utilize the available capacity at the J.D. Phillips Facility.

*For a preliminary map of proposed Project route, refer to the back of this page*



# NORTHERN MONUMENT CREEK INTERCEPTOR PROJECT

February 2019



## Request for Proposal

### **Phase One Routing, Hydraulic and Cost Study for the Northern Regional Water Delivery Project**

The Triview Metropolitan District is seeking Requests for Proposal from qualified firms with experience in regional water system design and permitting. The Phase One Routing, Hydraulic and Cost Study for the Northern Regional Water Delivery Project is being prepared for the Town of Monument, Triview Metropolitan District, Woodmoor Water and Sanitation District, and the Donala Water and Sanitation District, collectively known as the parties. The selected firm will be responsible for preparing a comprehensive report that includes data acquisition from the four parties. Coordinating discussions with appropriate Colorado Springs Utilities staff regarding the technical aspects of this project. Development of base maps using existing regional GIS maps prepared by the Triview Metropolitan District. Identification of preliminary pipeline routes. Coordination of Status meetings. Recommendation of a preferred route. Preparation of a plan and profile strip map of the preferred route utilizing existing topographic maps. Development of a Hydraulic Model. Development of a water aging profile for the selected route. Conceptual Pump Station design. Cost estimate and associated permits. Development of a cost sharing model. Completion of a final report to be presented to the parties. Time is of essence. Proposals from interested firms, including a not to exceed price estimate, must be received at the Triview Metropolitan District Office located at 16055 Old Forest Point, Suite 300 Monument, CO 80132 by March 18, 2019 at 10:00 a.m. It is anticipated that Notice to Proceed will be given no later than April 1, 2019 with a final Phase 1 report due to the parties by June 17, 2019. Interested parties should contact [jmcgrady@triviewmetro.com](mailto:jmcgrady@triviewmetro.com) for a copy of the RFP.



## SCOPE OF SERVICES

### **Phase One Routing, Hydraulic and Cost Study for the Northern Regional Water Delivery Project;**

#### **PROJECT**

Four Monument-area water providers, the Town of Monument (TM), Woodmoor Water and Sanitation District (WWSD), Triview Metropolitan District (TMD), and Donala Water and Sanitation (Donala), (collectively, the Parties), are planning to connect to Colorado Springs Utilities' (CSU's) water system for delivery of potable water to their respective service areas, in exchange for wastewater return flows conveyed to CSU. This project consists of planning, design, permitting, and construction of that potable water delivery system. The work will be accomplished in three phases:

1. Preliminary Design/Feasibility Study
2. Permitting/Final Design
3. Bidding/Construction

For purposes of preparing this proposal, it is assumed that the new water system will connect to CSU's system near their water storage tank at Highway 83 and North Gate Road. The water will be pumped to TMD's Sanctuary Point water tank and/or Donala's Fox Run Tank via a system common to all four Clients. From there, water will be piped to TM and WWSD in a joint segment that then diverges to serve those two Clients. The pipeline and associated facilities are being designed by the parties to deliver water at full buildout and as such it is acknowledged by the parties that the pipeline to be constructed will be oversized at this time.

The Parties of Donala Water and Sanitation District, Triview Metropolitan District, the Town of Monument, and Woodmoor Water and Sanitation District shall cooperate to complete the following tasks of "Phase I" of the Northern Regional Water Delivery Project, prior to moving on the next phase of the project, unless otherwise agreed in writing:

#### **Phase I tasks;**

- A. Data Acquisition; Preliminary hydraulic modeling and existing study area mapping have already been developed by Triview which can be used to help guide and notate initial discussions.
  - Obtain/confirm preliminary flow and entry point information from Parties including potential alternate points of entry, HGLs, and receiving capacities.



**Table 1 Preliminary Flow and HGLs of Participants Water Delivery**

Organization	Maximum Annual Delivery (Acre Feet)	Average Annual Day Delivery Amount (MGD)	Average Annual Day Delivery Amount (GPM)	HGL  (Feet)
Donala	900	1.4	1000	
Triview	2000	2.8	2000	7561
Monument	800	0.7	500	
Woodmoor	3000	4.3	3000	

- Acceptance of capacities; For the purpose of this scope, we are assuming that each party will be responsible for their receiving capacity hydraulic definition, but depending on each parties' desires; input and extension of extended modeling could be added into and through their respective systems.
- Obtain any other technical input from Parties for any special considerations.
- For purposes of this scope CSU has indicated initial capacity is available in their system to deliver 2.5 million gallons per day. Work with Project participants to obtain projected daily wastewater return flows that would need to be delivered to Donala, Triview, Monument, and Woodmoor on a monthly basis for the time period of 2020 – 2040 through the State Highway 83 Delivery point.
- Work with CSU to evaluate CSU's existing water distribution system hydraulics and possible system improvements within the CSU Distribution System necessary for consistent and regular delivery of the Parties' respective water supplies that include not only the Wastewater Return Flows but other water rights owned or leased by the project participants.
- Work with CSU to fully understand points of connection to the CSU system near the State Highway 83 Tank. Identify infrastructure that will need to be constructed and identify any needed easements and/or property that will need to be acquired in order to connect to the Highway 83 tank.
- Work with CSU to develop preliminary framework of operational considerations and/or constraints.
- Work with CSU to develop expected background water quality parameters including chlorine residuals at the Highway 83 Tank.

B. Develop Routing Base Maps using aerial photograph developed by Triview's GIS Consultant.

- Identify a minimum of two preliminary alignments from the Highway 83 Tank to the Town of Monument's 12" pipeline located in Old Denver Highway.
- For proposed routes outside of City/Town/County Public rights of way, identify adjacent and affected property ownerships. Look for alternatives that take advantage of existing trail easements, pipeline easements, road right of ways, either existing or proposed.
- Identify existing affected and/or adjacent ROW widths
- General location of major geographic obstacles, rock outcroppings, major utilities.

For each Alternate Identify;

- Lands affected, ROW and/or easements existing and/or required
- Major Obstacles/Crossings of ROW and/or geographic obstacles

C. Coordinate a Status meeting presentation/discussions reporting with Parties:

- Progress
- Presentation of partial work products
- Phased findings
- Problems encountered/issues/concerns
- Easement Acquisition Difficulty/costs
- Permitting Differences/difficulties
- Obtain additional inputs
- Select Route
- Identify location of Booster Pump Station
- Recommend alignment to project participants.
- Drive selected alternative with Project Participants.

D. For the selected route Develop a 1" = 400 foot strip map plan and profile utilizing Triview's existing mapping which contains 2 foot contours so that any significant hydraulic differential can be ascertained, such as major high/low points. Develop hydraulic profiles, system HGL's, delivery pressures. Recommend Pipeline Diameters and pipe class/material specifications for each of the multiple pipeline segments.

E. Develop a Hydraulic Model of the selected Route:

F. Develop maximum water aging profile for the selected route to each anticipated "points of delivery". This will be used as criteria to determine potential for re-chlorination and to be used within each individual system modeling for any disinfection by-product concerns.

- G. A pumping system is anticipated for the Project. The hydraulic requirements, power requirements, probable location, and land/easement/permit acquisition will be generated through the system modeling. 2 to 4 alternatives may be identified and evaluated for the pumping station. Basic layout, metering, equipping, and operational characteristics will be developed.
- H. Cost Evaluation:
- Develop preliminary costs for the selected alignment which include pump station design and construction.
  - Note land and permit acquisition requirements and estimated costs.
  - Note significant implementation difficulties.
  - Discuss County 1041 process and associated timeline.
- I. Develop a cost sharing model and estimate the total associated costs for each of the project participants. This model will be used by the participants to determine final participation levels and associated percentages for each participant such that future engineering, permitting, land acquisition costs, and constructions costs can be share equitably between the parties.
- J. Prepare a final report that includes:
- A base map and presentation of alternatives, considerations, decision matrices
  - Listing of all permits/easements or other required acquisitions for each alternative
  - Hydraulic modeling/water quality concerns/impacts
  - Approximate layout, siting, equipping, and conceptual design of pump station shall be included in the report. Any discussion of alternatives considered will be included.
  - Selected alternative pipeline route and associated facility locations including metering points, pressure reducing valves, air relief facilities, etc.
  - Potential Project Implementation Schedule and Costs
  - Allocation model based on Parties final needs expectation





## Triview Metro Public Works February 2019 Report

### List of February Projects:

Snow: In the month of February we received 11.8 on Monument Hill, and 16.2" in Black Forest.

On-Lawn and Off-Lawn Fertilizer/Herbicide Program-Awarded to A Green Image

Top Dressing/over-seeding project-Site pre-walk complete bids due April 1<sup>st</sup>

Swing Park update- Wood Chips and swings are installed. (Detail work around play area still needs touch up)

Weekly/Daily: Daily trash pick-up around the District and bi-weekly cleaning of trash cans and doggie pot stations

Flagged and replaced broken fence boards in district. (on-going)

Fleet maintenance

### Focus for March:

Filling Pot holes throughout the District

Meeting with Schmidt about current status of roads from the summer road project

Juniper beds pre/post emergent application

Round 1 Pre/post emergent application for ornamental beds (A Green Image)

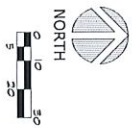
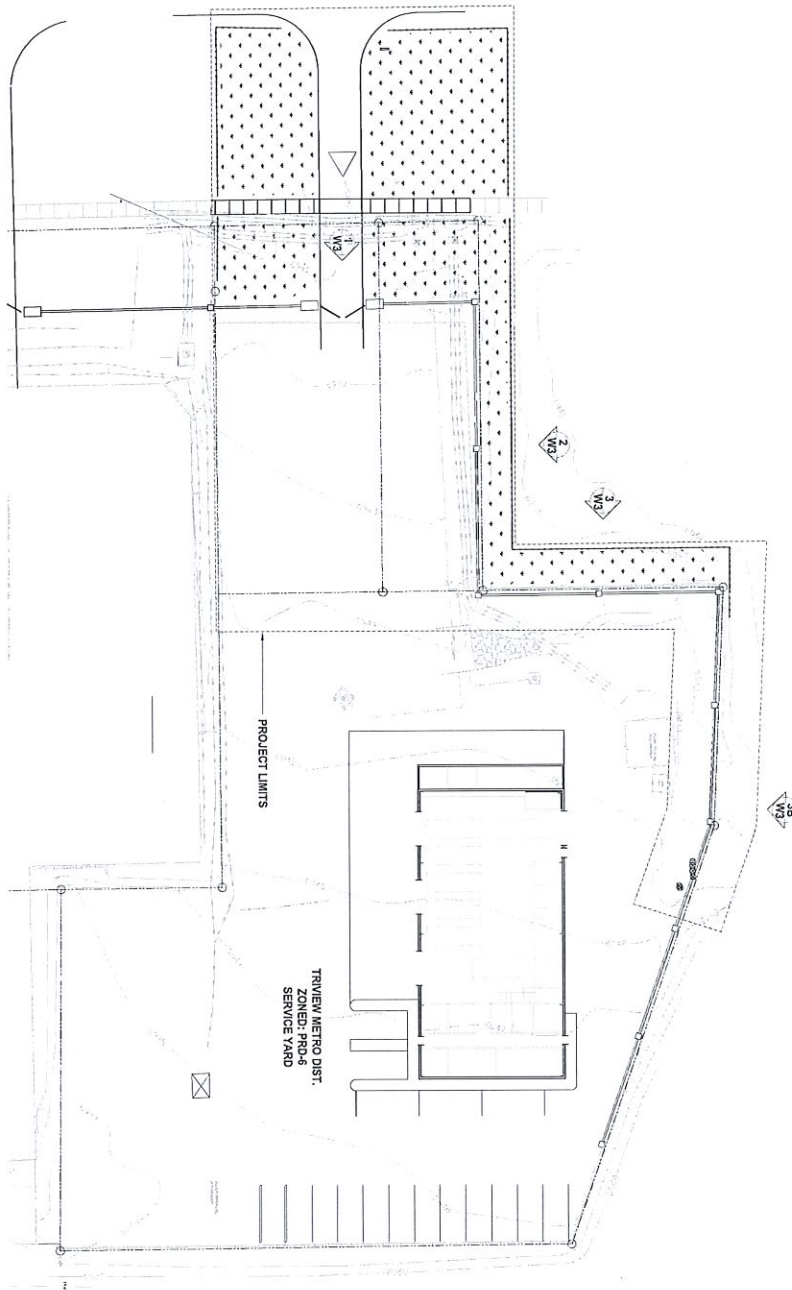
Continue tree pruning, cutback of grasses and deciduous shrubs (spring clean ups)

Edging of sidewalks

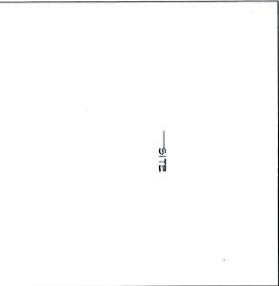
Fertilize ornamental shrubs and perennials

More SNOW!!!

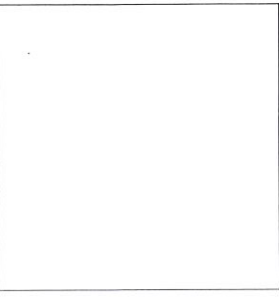




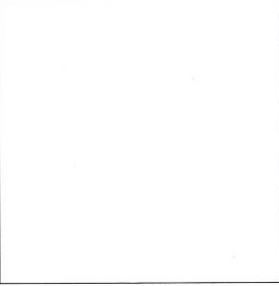
15 SCHEMATIC SITE PLAN  
SCALE: 1"=20'-0"



14 VICINITY MAP  
NOT TO SCALE



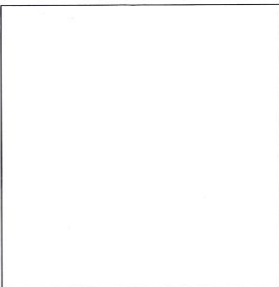
16 NOT USED



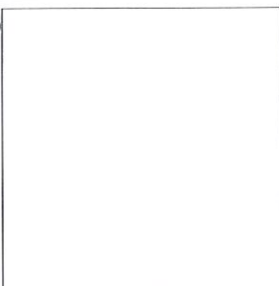
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JOHN DAVIS  
DESIGN GROUP  
ARCHITECTS  
PLANNERS  
176 TALAMINE COURT  
SUITE 100  
COLORADO SPRINGS,  
CO 80904  
P 719/444-8499  
F 719/444-8499

DO NOT SCALE  
DRAWINGS FOR  
CONSTRUCTION  
PURPOSES  
THIS DRAWING IS THE PROPERTY OF JOHN DAVIS & COMPANY, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING.

SCHEMATIC SITE PLAN  
NEW MAINTENANCE FACILITY FOR:  
**TRIVIEW METROPOLITAN DISTRICT**  
16055 OLD FOREST POINT  
MONUMENT, COLORADO

PROJECT NO. 21000A  
DATE 10/1/2011  
DRAWN BY JDC  
CHECKED JDC  
APPROVED JDC  
REVISED  
X

SP1.1

1. PROVIDE NEW STEEL STAIRS AND INDICATED STAIR SECTION

- NOT USED  $\left(\frac{\epsilon}{A||}\right)$

- 19 NOT USED

- SCANS: 2/16/01



DO NOT SCALE  
DRAWINGS FOR  
CONSTRUCTION  
PURPOSES

**JOHN DAVIS  
DESIGN GROUP**

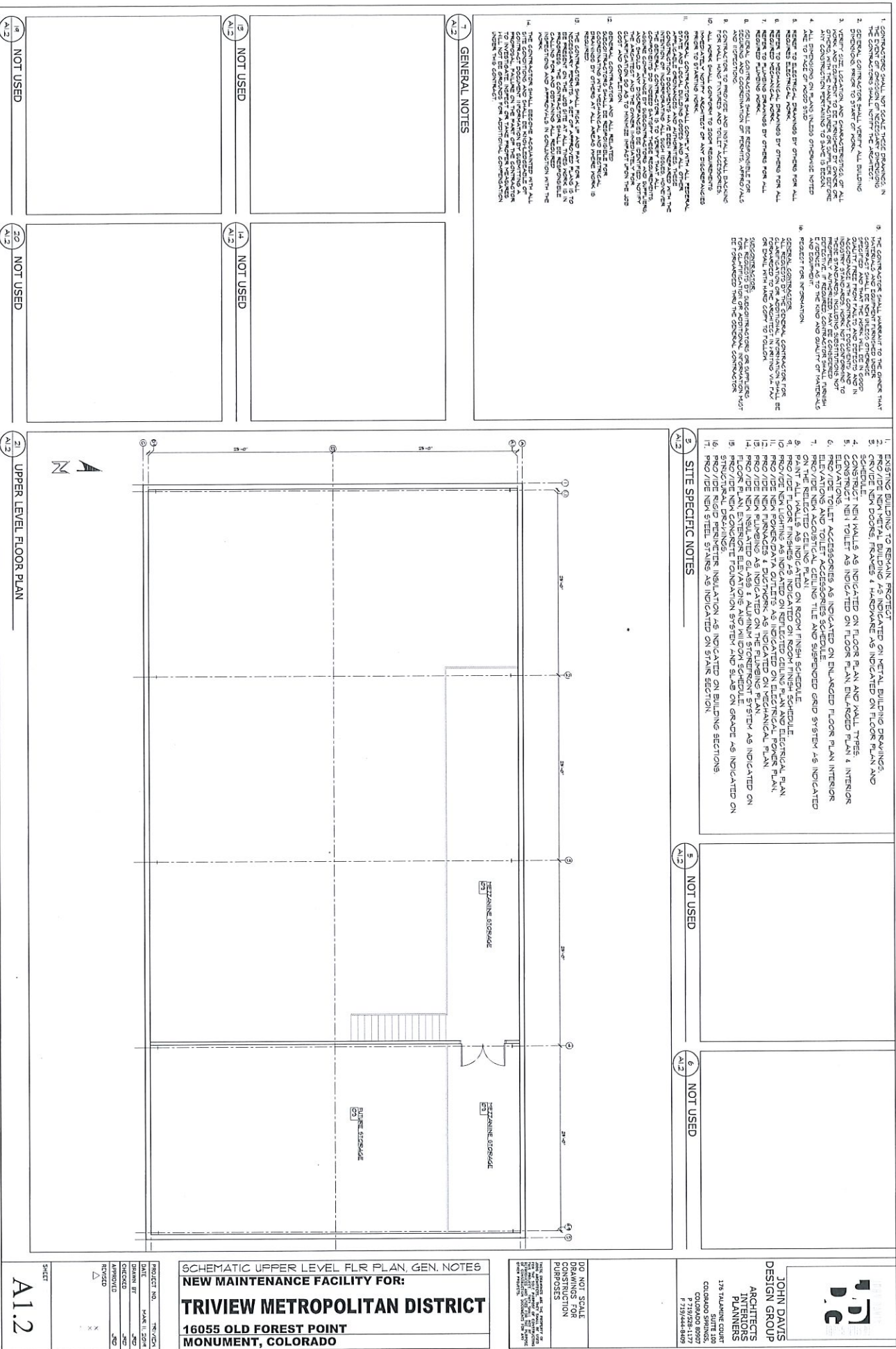
**ARCHITECTS  
INTERIORS  
PLANNERS**

176 TALAMINE COURT  
SUITE 100  
COLORADO SPRINGS,  
COLORADO 80909  
P 719/528-1177  
F 719/444-8409

## A1.1

PROJECT NO.	TRIVED
DATE	MAR 11, 2016
DRAWN BY	JED
CHECKED	JED
APPROVED	JED
REVISED	
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1. CONTRACTOR SHALL NOT SCALE THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF THE DIMENSIONS PRIOR TO THE START OF WORK.
2. GENERAL CONTRACTOR SHALL VERIFY ALL BUILDING MATERIALS AND FINISHES ARE AS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF WORK.
3. ALL DIMENSIONS ON PLANS UNLESS OTHERWISE NOTED ARE TO FACE OF MEMBER.
4. MECHANICAL, ELECTRICAL, AND PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL MECHANICAL, ELECTRICAL, AND PLUMBING CODES.
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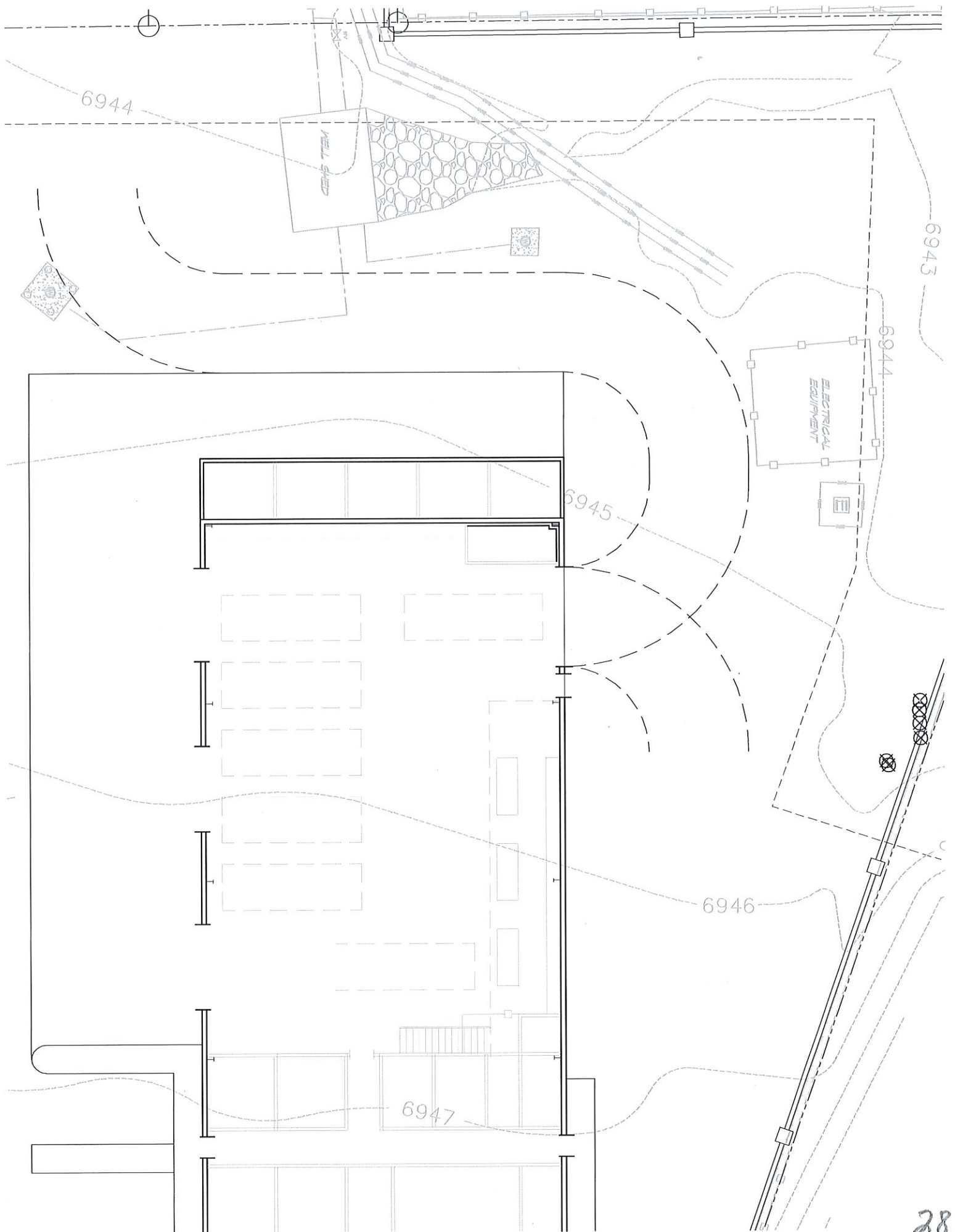
1. EXISTING BUILDING TO REMAIN. PROJECT PROPOSE NEW METAL BUILDING AS INDICATED ON FLOOR PLAN AND SECTION. NEW DOORS, FRAMES, & HARDWARE AS INDICATED ON FLOOR PLAN AND SECTION.
2. PROVIDE NEW WALLS AS INDICATED ON FLOOR PLAN, ENLARGED PLAN, & INTERIOR ELEVATIONS.
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## Triview Metro Water Department

### List of Accomplishments for February 2019

Pumpage for month of February 2019 –

Total Production Water–	10.482 MG
Subtract Well A1 Flush to Waste (For Start of A Plant)	(0.00 MG)
Subtract B Plant Washwater for month	(38130 gals)
Subtract A plant Washwater for the month (Estimated)	(180k)
Subtract water drainage from A Plant line to B plant 2.5 times	(0.00 gals)
Total to Production	<b>10.26 Mg</b>
Total Water Sold to District Customers	8.499 Mg
Add Ground storage end of month surplus	198k
Add Clearwell	90k
Total Sold + Ground storage surplus	<b>8.787 MG</b>

**See attached year 2017/2018 Pumpage Totals**

Reported activity for Month of February 2019

#### B Plant

- The SCADA project is underway, most components have been installed, tested, and programmed. Continued programming is underway.
- Plant effluent pump #1 has been rebuilt and installed by Denver Pump; #2 pump has been removed and is currently being rebuilt. Anticipated reinstall by end of March.
- Chemical feed systems are being rebuilt; anticipated to go online end of March. Temporary feed systems are in place for plant start up.
- New Flowmeters are being installed, anticipated to be on line end of March. The plant effluent, Upper Promontory, and transfer line to C Plant will then be metered flows.
- New Chlorine analyzers are to be added to the system to monitor plant effluent, and production raw water residuals, these are currently active, but need to be added to the SCADA project.

#### C Plant

- Systems running normally



- Projects underway at C Plant (Inside improvements, Room additions) will continue at the conclusion of B Plant SCADA project

#### A Plant

- A Plant is running as needed during the SCADA upgrades
- Well A1 is being utilized for water production.
- Flume at wastewater Plant had repairs completed
- Flume level transducer was recalibrated and certified by Timberline on Feb. 14, 219
- Flume insert repairs were completed; exit metal shrouding was repaired, and sides were filled and regouted.

#### CSI

- CSI Sewer system corrections were completed
- System was backing up
- It was later discovered that a line plug was not removed by construction crews which resulted in the system back up
- No sewer overflows occurred due to Triview personnel rapid response and pumping down the sewers

		Water Year 2017													
2016-2017	Month	A-1 Acft Produced	D-1 Acft Produced	A-4 Acft Produced	A-7 Acft Produced	D-7 Acft Produced	A-8 Acft Produced	LFH-1 Acft Produced	D-4 Acft Produced	Total Acre Feet	Total Gallons				
2016	Nov	10.7104	0.0000	0.0000	8.5223	6.2483	8.7770	0.0000	3.6581	37.9161	12,354,999				
2016	Dec	7.7305	0.3130	0.0000	8.0896	5.8247	8.2860	0.0000	6.7117	36.9555	12,041,987				
2017	Jan	4.5880	0.0123	0.0000	8.7494	6.4569	9.0010	0.0000	7.8686	36.6762	11,950,976				
2017	Feb	6.3771	0.0000	0.0000	7.5955	5.6805	8.0343	0.0000	3.3113	30.9987	10,100,957				
2017	Mar	9.8941	0.1043	0.0000	9.4859	6.9694	9.6946	0.0000	3.9220	40.0703	13,056,947				
2017	Apr	0.7795	0.0000	9.7437	9.9923	7.0462	9.8112	0.0000	4.1215	41.4944	13,520,992				
2017	May	5.5608	0.0000	12.6500	13.1533	9.0655	12.6131	0.0000	5.3092	58.3519	19,014,025				
2017	Jun	23.5292	0.0000	22.1819	24.9685	16.0012	21.8044	0.0000	9.6025	118.0877	38,478,995				
2017	Jul	39.8311	0.0000	17.7290	19.9723	13.0428	17.1275	0.0000	7.7950	115.4977	37,635,041				
2017	Aug	22.7589	0.3713	15.2861	17.5602	11.2843	14.3378	0.0000	6.6902	88.2888	28,768,994				
2017	Sep	34.7644	0.0000	19.6163	21.7738	14.3777	0.0000	0.0000	8.6942	99.2264	32,333,022				
2017	Oct	0.0000	0.0000	12.7574	14.1783	9.3632	0.0000	0.0000	5.5455	41.8444	13,635,040				
	Total	166.5240	0.8009	109.9644	164.0414	111.3607	119.4869	0.0000	73.2298	745.4081	242,891,975				
	Min	0.0000	0.0000	0.0000	7.5955	5.6805	0.0000	0.0000	3.3113	30.9987	10,100,957				
	Max	39.8311	0.3713	22.1819	24.9685	16.0012	21.8044	0.0000	9.6025	118.0877	38,478,995				
	Connections														
	1583														
	Usage/SFE		0.39												
	Max Day	1,724,000	gallons												
	Meter Size	Number	SFE Conversion	Total SFE											
	5/8"	1483	1	1,483											
	1.0" Irr	16	2	32											
	1.0 Commercial	21	2	42											
	1.0 Multi Family	0	2	-											
	1.5" Irr	8	4	32											
	1.5 Commercial	19	4	76											
	1.5" Multifamily	8	2	16											
	2.0" Irr	16	8	128											
	2.0" Commercial	6	8	48											
	2.0" Multifamily	4	4	16											
	3.0"	2	16	32											
	Total	1,583		1,905											



		Water Year 2018													
2017-2018	Month	A-1 Acft Produced	D-1 Acft Produced	A-4 Acft Produced	A-7 Acft Produced	D-7 Acft Produced	A-8 Acft Produced	LFH-1 Acft Produced	D-4 Acft Produced	Total Acre Feet	Total Gallons				
2017	Nov	0.0000	0.0000	9.5749	10.6828	6.9879	0.0000	0.0000	4.1338	31.3794	10,225,000				
2017	Dec	0.0000	0.0000	10.7933	12.2970	7.9822	0.0000	0.0000	4.7721	35.8446	11,680,000				
2018	Jan	0.0000	0.0000	9.7345	11.3211	7.3193	0.0000	0.0000	4.2504	32.6253	10,631,000				
2018	Feb	0.0000	0.0000	8.0159	8.8660	5.9260	2.9891	0.0000	3.4863	29.2833	9,542,000				
2018	Mar	0.0000	0.0000	4.5512	10.8608	7.5341	7.8962	0.0000	4.4253	35.2677	11,492,000				
2018	Apr	0.0000	0.0000	6.1194	9.4552	6.7516	9.3049	0.0000	3.9896	35.6206	11,607,000				
2018	May	0.0000	0.0000	21.0526	23.0872	15.1971	21.2428	0.0000	9.0655	89.6453	29,211,000				
2018	Jun	7.4298	0.7764	26.3341	29.7375	19.4537	27.8287	0.0000	11.7937	123.3539	40,195,000				
2018	Jul	37.7841	0.0000	18.3397	20.1472	13.7946	19.4660	0.0000	8.2676	117.7992	38,385,000				
2018	Aug	37.1274	0.0000	17.3085	20.0398	13.8468	19.4475	0.0000	7.9760	115.7462	37,716,000				
2018	Sep	34.6569	0.0000	17.5111	19.2235	13.4325	17.2656	0.0000	8.0129	110.1025	35,877,000				
2018	Oct	34.6569	0.0000	17.5111	19.2235	13.4325	17.2656	0.0000	8.0129	110.1025	35,877,000				
	Total	151.6552	0.7764	166.8462	194.9419	131.6583	142.7063	0.0000	78.1860	866.7704	282,438,000				
	Min	0.0000	0.0000	4.5512	8.8660	5.9260	0.0000	0.0000	3.4863	29.2833	9,542,000				
	Max	37.7841	0.7764	26.3341	29.7375	19.4537	27.8287	0.0000	11.7937	123.3539	40,195,000				
	Connections														
	1583														
	Usage/SFE		0.45												
	Max Day	1,724,000	gallons												
	Meter Size	Number	SFE Conversion	Total SFE											
	5/8"	1483	1	1,483											
	1.0" Irr	16	2	32											
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	1.5" Irr	8	4	32											
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	2.0" Commercial	6	8	48											
	2.0" Multifamily	4	4	16											
	3.0"	2	16	32											
	Total	1,583		1,905											



		Water Year 2019												
2018-2019	Month	A-1 Acft Produced	D-1 Acft Produced	A-4 Acft Produced	A-7 Acft Produced	D-7 Acft Produced	A-8 Acft Produced	LFH-1 Acft Produced	D-4 Acft Produced	Total Acre Feet	Total Gallons			
2018	Nov	0.8040	0.4450	9.8419	11.2966	7.6691	0.0000	0.0000	4.5542	34.6109	11,278,000			
2018	Dec	0.0000	0.0000	10.2685	11.7139	7.9822	0.0000	0.0000	4.6770	34.6416	11,288,000			
2019	Jan	7.8257	0.1964	8.5530	9.5197	6.5613	0.0000	0.0000	3.8760	36.5320	11,904,000			
2019	Feb	32.1681	0.0368	0.0000	0.1350	0.0000	0.0000	0.0000	0.0092	32.3491	10,541,000			
2019	Mar	32.1681	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	32.1681	10,482,000			
2019	Apr									0.0000	-			
2019	May									0.0000	-			
2019	Jun									0.0000	-			
2019	Jul									0.0000	-			
2019	Aug									0.0000	-			
2019	Sep									0.0000	-			
2019	Oct									0.0000	-			
	Total	72.9659	0.6782	28.6634	32.6652	22.2126	0.0000	0.0000	13.1164	170.3018	55,493,000			
	Min	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	-			
	Max	32.1681	0.4450	10.2685	11.7139	7.9822	0.0000	0.0000	4.6770	36.5320	11,904,000			
	Connections													
	1583													
	Usage/SFE		0.09											
	Max Day	1,724,000	gallons											
	Meter Size	Number	SFE Conversion	Total SFE										
	5/8"	1483	1	1,483										
	1.0" Irr	16	2	32										
	1.0 Commercial	21	2	42										
	1.0 Multi Family	0	2	-										
	1.5" Irr	8	4	32										
	1.5 Commercial	19	4	76										
	1.5" Multifamily	8	2	16										
	2.0" Irr	16	8	128										
	2.0" Commercial	6	8	48										
	2.0" Multifamily	4	4	16										
	3.0"	2	16	32										
	Total	1,583		1,905										

















# Triview Metropolitan District



Note: Daily shuttle service provided to/from residents homes to their vehicles at closed road locations

## Measurement of Streets:

Monument, Colorado

## Square Yards:

60,583

**ANDALE**  
CONSTRUCTION INC.

## Summary:

- The highest return on investment (ROI) is achieved by installing HA5 – High Density Mineral Bond.  
**Performance is calculated to be two to three times longer compared to using seal coats and premium seal coats.** Beyond the preservation benefits that HA5 provides, residents experience less community intrusion as road closures are needed much less frequently. **An HA5 installation at Triview is backed by a 5 Year Warranty.**

## • Performance History of Surface

**Treatments:** The single biggest items to focus on when preservation treatments is:

- 1) What will provide the maximum extension of pavement life per every dollar spent?
- 2) Validating a product's performance beyond pictures of black roads. Nearly any product will turn a pavement black. Assessing a treatment's performance history over time is paramount.



# Treatment Report **HA5**

Below are core samples taken from roadways comparing municipality specified, time-tested pavement preservation treatments. Look closely at each core. The HA5 core aesthetically looks to be the most desirable with the darkest surface. However, what the engineering community has identified is the darker color beneath the surface. This displays HA5's ability to retain the critical oils and resins that keep asphalt pavements flexible. **More flexibility equates to pavements lasting longer with less cracking and other manifestations of deterioration.**

A report from the engineering firm Rosenberg & Associates, assessing a side by side of HA5 to a premium seal coat installation, found **9x less cracking** in the HA5 treat section compared to the premium seal coat treated section after a 4 year period.

Core Sample Comparison ( Cores taken from Mohave Desert region)

**Slurry**

/

**Chip Seal**

/

**HA5**



Date Pavement Installed:

**1999**

Preservation:

**Type II Slurry  
Installed in 2007**

(Cobblestone Drive)

Date Pavement Installed:

**1999**

Preservation:

**Chip Seal  
Installed in 2008**

(Boulder Springs Drive)

Date Pavement Installed:

**1995**

Preservation:

**HA5 (High Density Mineral Bond)  
Installed two times  
beginning in 2002**

(West Springs Drive)

**KEYS TO PAVEMENT PRESERVATION: The Right Treatment, on the Right Road, at the Right Time.**



# Proposal



Headquarter Office  
7700 N. Hayes Dr.  
Valley Center, KS 67147  
P: 316-832-0063  
F: 316-440-8810

# PROPOSAL

Date	Estimate
3/01/2019	Triview Metro

[www.andaleconstruction.com](http://www.andaleconstruction.com)

Partner in Pavement Preservation		Project Description		Project Location	
Triview Metropolitan District 16055 Old Forest Point Monument, CO 80132		Apply HA5 (High Density Mineral Bond) to roads withing limits of metro district		See attached map for project locations	
P.O. Number	Terms	Advisor	Region	State License #	
	Due upon completion	John Wood	Colorado		
Description		Quantity	U/M	Rate	Total
HA5 HIGH DENSITY MINERAL BOND: -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of approved DOT specification		60,583	SY	\$3.04	\$184,172.32
Traffic Control / Flaggers		4	Unit	1822.00	\$7,286.36
Citizen Notification		-	-	-	\$1,520.00
Mobilization		4	Unit	3128.00	\$12,512.00
<p>Proposal is based off of estimated number of units. Amount invoiced will be based off of actual units installed.</p> <p>* Pricing is based upon one mobilization for the project. Projects that are broken up to be done over different time periods requiring multiple mobilizations would result in the project being priced based upon the tier of the square yardage for each scheduled project. Message boards will be separately priced items. Excessively dirty roadways will require separate cleaning fees. Price quote expires 4/30/2019, unless otherwise agreed upon in writing.</p>					
<b>Total</b>					\$ 205,490.68

Proposal void 30 days from date listed on proposal. By signing this proposal (contract), I agree that Andale Construction Inc. may not be held liable for delays, conditions, or Customer is responsible for furnishing tax exempt certification. If one is not supplied all applicable taxes will be assessed and non-refundable after invoice has been generated. Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply. Andale Construction Inc. is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval.

**PAYMENT TERMS:** Due Upon Completion (Completion by line item 'Progress Billing' and/or completion of project core)

There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Andale Construction Inc. is committed to client satisfaction and resolving concerns, though at times, this may be delayed.

As the Client, I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I understand and agree that I will be billed for towing as incurred and will be due on receipt. I agree that if I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to \$750.00. I agree that I may be billed as each line item is completed and each item may become their own respective invoice.

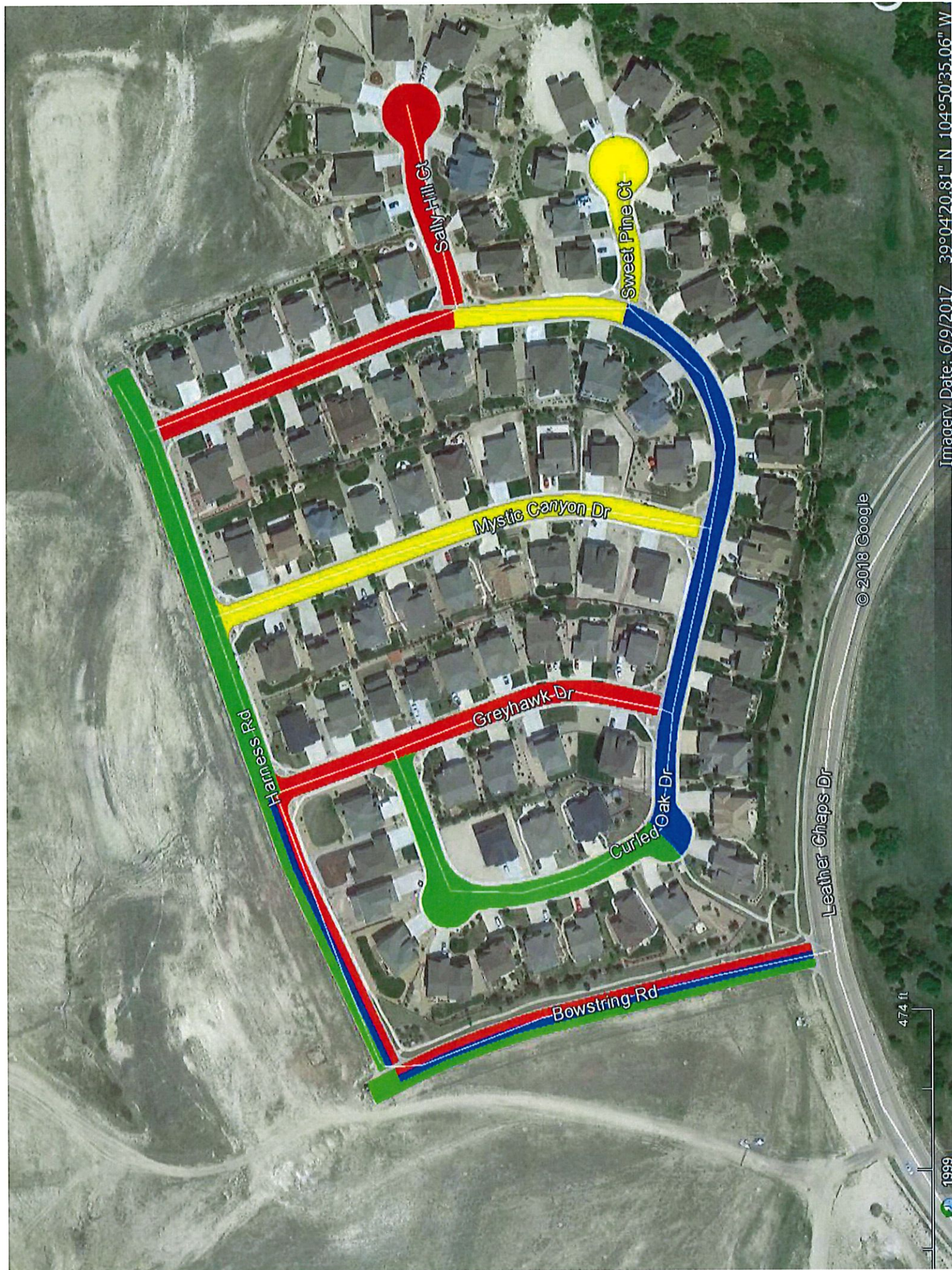
I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fee's of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Certified Payroll unless stated otherwise.

**INSURANCE:** These insurance limits are listed by Andale Construction to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Andale Construction agrees to differing limits. Certificates available upon request.

**GENERAL LIABILITY:** \$1m (Inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_ Andale Construction Inc. \_\_\_\_\_





Sally Hill Ct

Sweet Pine Ct

Mystic Canyon Dr

Greyhawk Dr

Curled Oak Dr

Bowstring Rd

Harness Rd

Leather Chaps Dr

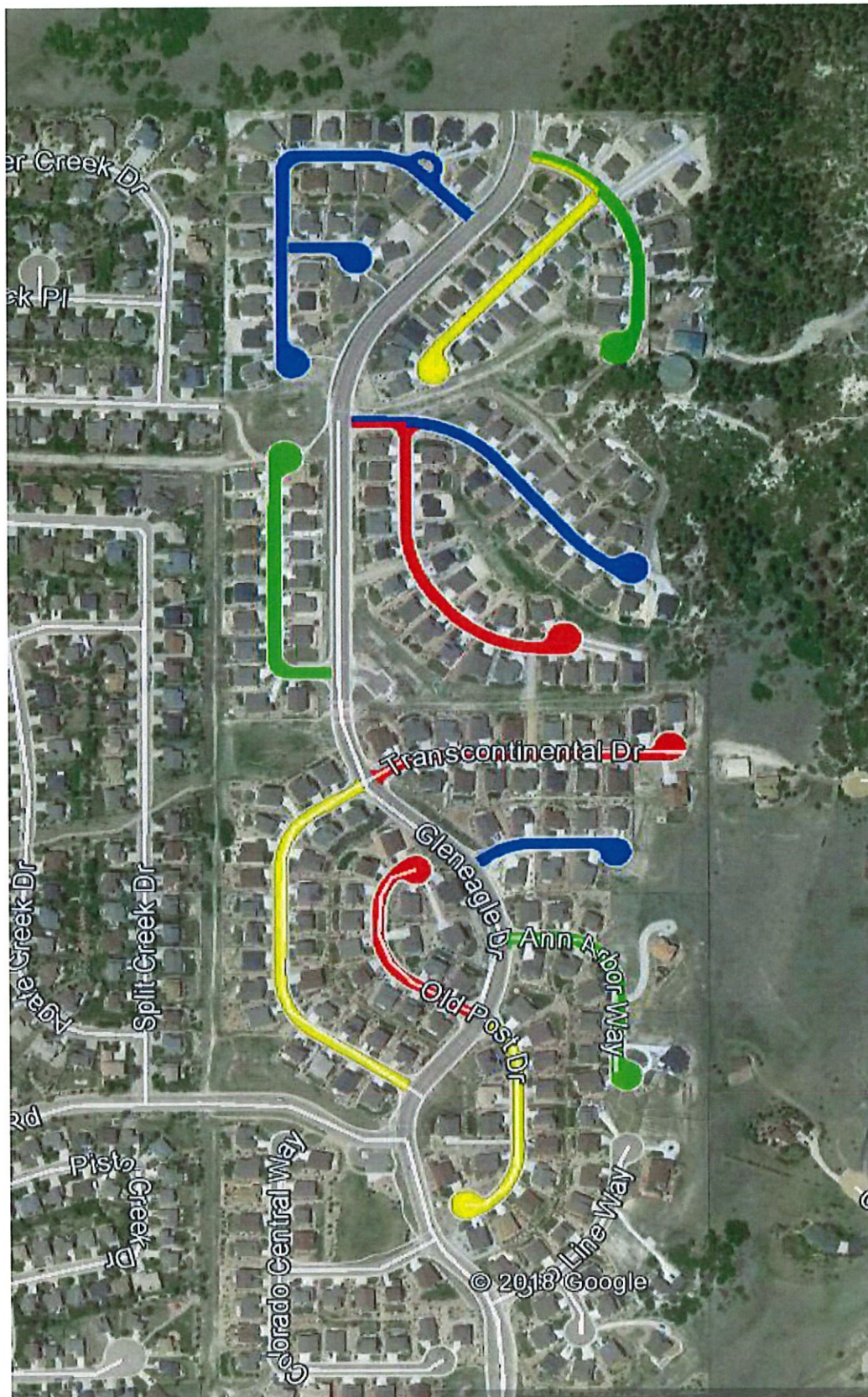
© 2018 Google

474 ft

1999

Imagery Date: 6/9/2017 39°04'20.81" N 104°50'35.06" W







## WATER LEASE AGREEMENT

This Water Lease Agreement ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Lessor, **Triview Metropolitan District**, 16055 Old Forest Point, Ste. 300, Monument, CO 80132 (hereinafter "Triview"), and Lessee, **Arkansas Groundwater Users Association**, P.O. Box 11446, Pueblo, CO 81001 (hereinafter "AGUA") (collectively "Parties").

WHEREAS, the Parties have previously entered into two separate Water Lease Agreements, the original agreement was dated August 17, 2012, and was renewed for both 2013 and 2014, with an addendum thereto concerning changes to rates for particular water uses. Such lease with Addendum was likewise renewed for 2015, 2016, 2017 and 2018. A Second Lease Agreement dated February 3, 2014 was entered between the Parties. All previous agreements have expired and are no longer effective. This Lease supersedes and replaces all previous agreements.

WHEREAS, this Lease concerns the lease of up to 240 annual acre feet of water supply. Said water supply, resulting from Triview's wastewater treatment of water utilized within the District, accrues to Monument Creek below the Triview Waste Water Treatment Plant ("WWTP"), at a point more specifically described in attached Exhibit A, or at a point downstream therefrom to the extent Triview may utilize other facilities for waste water treatment in the future. Triview has committed all or a portion of the Leased Water, as defined herein, as an alternate source of augmentation supply in the augmentation plan to be decreed in pending Case No. 16CW3010, Water Division No. 2. Only such portions of the Leased Water as are not required for use in 16CW3010 in a given water year shall be available for AGUA's use under the terms of this Lease.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Lease: Subject to the provisions of Paragraph 2, below, Triview hereby leases to AGUA up to 240 acre feet of fully consumable water annually to be delivered to Monument Creek, tributary to Fountain Creek, tributary to the Arkansas River at the outflow of the WWTP ("Point of Delivery"), or at a point downstream therefrom to the extent Triview may utilize other facilities for waste water treatment in the future.

2. Volume of Lease Water. The amount of water available for lease is on an as-available basis, as determined solely in the discretion of Triview, for the twelve month periods running from March 1 to the end of February whether that be February 28 or 29 ("Lease Year"). On or before February 1 of each year, Triview shall notify AGUA in writing of the amount of water available for lease by month for the upcoming Lease Year. AGUA may reject any or all of the available water by a written notice delivered to Triview on or before March 1, but any amount not so rejected shall be

leased by AGUA ("Leased Water") and paid for by AGUA as provided in Paragraph 6, below.

3. Point of Delivery. The Point of Delivery of the Leased Water shall be at the Triview Waste Water Treatment Facility ("WWTF"), or at such other facility as may be located further downstream on Monument Creek, should Triview utilize other such treatment facilities. The WWTF currently utilized by Triview is located in the Southeast Quarter of the Southeast Quarter of Section 35, Township 11 South, Range 67 West of the 6th P.M., at a point approximately 500 feet west of the East section line and on the South section line, in El Paso County Colorado.

4. Right to Use Unused Leased Water. Triview expressly reserves the right to use Leased Water not used by AGUA.

5. Term: The term of this Lease shall commence on January 1, 2019 and shall continue in full force and effect through the end of the Lease Year that commences on March 1, 2030. The Lease shall terminate earlier if either party sends written notice of termination to the other party no less than 90 days prior to the end of the Lease Year. Such early termination shall not affect Triview's duty to deliver the Leased Water, or AGUA's obligation to pay during the Lease Year the notice to terminate is given. There shall be no automatic extensions of this Lease or any right of renewal.

6. Rentals:

A. Rental Payments: AGUA shall make payment for Leased Water in equal monthly payments for each Lease Year, due on the 1<sup>st</sup> of each month, totaling the volume of water Triview has advised is available, as described in Paragraph 2, above multiplied by the Primary Rate set forth below ("Rental Payments"). Rental Payments by AGUA for Leased Water shall be required whether utilized by AGUA or not, as this is a "take or pay" Lease.

B. In addition, AGUA shall make a "Supplemental Payment" equal to the number of acre feet of Leased Water subject to the Cultivation Premium described below. The Supplemental Payment shall be due no later than the last day of the second month following the month of delivery.

C. Late Payment Penalty: Late Rental Payments or Supplemental Monthly Payments greater than 30 days past due may be assessed an interest charge of 18% per annum.

D. Primary Rate: Except for use of the Leased Water for the purposes set forth in subparagraph 6.B, the rental payment obligation from AGUA to Triview shall consist of AGUA paying to Triview \$152.08 per acre foot of Leased Water for the 2019 Lease Year.



E. Cultivation Premium: Through the passage of "Amendment 64", the residents of the State of Colorado legalized the cultivation and recreational use of marijuana and hemp, and AGUA provides a source of augmentation supply to such cultivation operations in the Arkansas River Basin, including the Leased Water. Such use is associated with increased costs to Triview and AGUA. The Cultivation Premium for Leased Water for the 2019 Lease Year for uses by AGUA's subscribers and contractees for marijuana or hemp cultivation and associated agricultural/commercial uses of water provided shall be \$549.83 per acre foot.

F. Rate Escalator: The Primary Rate and the Cultivation Premium shall be subject to a four percent (4%) annual escalator in any successive year under this Lease. For example, for the 2020 Lease Year the Primary Rate shall increase by 4% by 4% from \$152.08 to \$158.16 per acre foot, and the Cultivation Premium shall increase from \$549.83 to \$571.82 per acre foot.

G. AGUA's Accounting. AGUA shall, one month in arrears, provide an accounting to Triview of the uses of the Leased Water in the previous month, delineating between cultivation and non-cultivation uses, by rounding up to the closest acre foot for cultivation uses. Triview may request additional documentation from AGUA to support the monthly accounting of cultivation/non-cultivation uses provided by AGUA, and AGUA shall timely provide such supplemental supporting evidence as Triview may reasonably request.

H. Refunds. AGUA shall have no obligation for payment for Triview's available supply to the extent that the Colorado Division of Water Resources or other applicable administrative officials of the State of Colorado may determine that the Triview supply is not available for AGUA's use based on the original source of water from which the Triview effluent supply is derived, or for quantities of water unavailable for lease due to Triview's own re-use of such water supply as provided herein. Triview shall within 30 days refund any overpayment by AGUA resulting from such reduction in Leased Water. To the extent such regulatory authorities may deem the Leased Water sufficient for some uses, but not others (*i.e.* cultivation), AGUA shall remain obligated to "take or pay" for the Leased Water.

7. Transit Loss Model Costs: The Parties acknowledge that the Colorado Division of Water Resources may assert that Triview is required to participate in the USGS Fountain Creek Transit Loss Model for purposes of delivering the Triview effluent supply to AGUA's use under the terms of this Lease. To the extent that such participation is required, Triview shall be responsible for all costs associated with Triview's participation in the Transit Loss Model. Triview has agreed to participate in the Transit Loss Model for the Lease Term in 2019. However, should Triview elect not to so participate in the Transit Loss Model for subsequent Lease Years, this Lease shall in AGUA's discretion, be voided, with no liability to AGUA based upon such non-

participation.

8. Use of subject water rights: The water delivered to AGUA may be used for all lawful purposes.

9. Default: In the event of a default hereunder by either party, the non-defaulting party shall give written notice to the defaulting party specifying the terms of the particular default and the defaulting party shall have thirty (30) days after receipt of such notice either to cure or undertake and proceed diligently to cure, such default. In the event the defaulting party shall cure the default in a timely manner, this Lease shall continue in full force and effect as though no default had occurred. In the event any default is not cured in a timely manner the non-defaulting party may elect its remedies as follows:

A. Suit for damages.

B. Termination of this Lease at the election of the non-defaulting party.

10. Termination: This Lease shall terminate at the end of the Lease Term, unless specifically renewed in writing by both Parties hereto. This Lease shall also terminate upon the election of either party to terminate same after an uncured default by the other party has occurred. Such termination shall not relieve the defaulting party from any damages it may be ultimately obligated to pay to the non-defaulting party.

11. Indemnifications: Triview shall have no responsibility or liability whatsoever for any claim, demand, action or liability whatsoever asserted or arising as a result of the use of the Leased Water rights by AGUA, and AGUA shall indemnify and hold harmless Triview from any claim, demand, action or liability whatsoever asserted or arising as a result of the use of the Leased Water rights by AGUA.

12. Miscellaneous:

A. Complete agreement: This Lease contains the complete and entire agreement between the Parties regarding the transaction contemplated herein, and supersedes all prior understandings between the Parties regarding such matters.

B. Written instruments: This Lease may not be modified in any respect whatsoever, except by a further agreement in writing duly executed by both Parties. Any notice, consent, waiver, approval or authorization shall be effective if signed by the party granting or making such notice, consent, waiver, approval or authorization.

C. Notices: Any notice required under the terms of this Lease shall be given in writing and shall be effective upon delivery in person or the mailing thereof to



the Parties at the following addresses, or at such other addresses as a party may subsequently designate for itself by notice:

Arkansas Groundwater Users Association,  
P.O. Box 11446  
Pueblo, CO 81001

Triview Metropolitan District  
16055 Old Forest Point, Ste. 300  
Monument, CO 80132

D. Governing law: This Lease shall be construed and enforced in accordance with the laws of the State of Colorado, and jurisdiction shall be proper in the District Court for El Paso County, Colorado.

E. No liability: No officer, director, stockholder, investor in, or partner of the Parties, no disclosed or undisclosed principal of the Parties, and no person or entity in any way affiliated with the Parties shall have any personal liability with respect to this Lease, or the transaction contemplated hereby; nor shall the property of any such person or entity be subject to attachment, levy, execution or other judicial process.

F. Survival: The representations, covenants and warranties provided in this Lease and the rights and obligations of the Parties hereunder shall survive the termination of the Lease to the extent provided in paragraph 6 hereof.

G. Recording: This Lease may be recorded by either party at that party's expense.

H. Binding Effect: This Lease shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Parties hereto.

I. Severability: The invalidity or unenforceability of any provision or provisions of this Lease shall not affect the validity or enforceability of any other provision of this Lease.

J. Waivers: No waiver by either party of any breach of, or of compliance with, any condition or provision of this Lease by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the date first written above.

ARKANSAS GROUNDWATER USERS  
ASSOCIATION,

TRIVIEW METROPOLITAN DISTRICT

By \_\_\_\_\_  
Kevin Niles, General Manager

By \_\_\_\_\_  
James McGrady, District Manager